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May 16, 2008

Michael Bouton, M.D.
c/o Allyson H. Kinzel
Baker & Hostetler, LLP
1000 Louisiana, Suite 2000
Houston, TX 77002

Via Facsimile: 713-751-1717

Re: Guaranteed Billings Recruitment Agreement between Michael Bouton, M.D. and
Memorial Hermann Hospital System (the "Agreement")

Demand for Payment

Dear Ms. Kinzel:

This firm represents Memorial Hermann Hospital System ("MHHS"), and has been retained to respond to your letter dated April 22, 2008 indicating Dr. Bouton's intention to close his practice and leave Houston.

As you know, on January 22, 2007, Dr. Bouton executed the above-referenced Agreement, which provides for a termination date of the last day of February 2010. Dr. Bouton's current decision to leave Houston and end the Agreement is a breach of the Agreement.

If Dr. Bouton refuses to provide medical services for residents of the geographic area served by Memorial Hermann Memorial City Hospital for the term of the Agreement, pursuant to Section 1.1.5 of the Agreement, all amounts paid to Dr. Bouton shall be treated as loans and shall be paid by him to MHHS on demand with interest at 6% from the date the money was received until paid. Thus, if Dr. Bouton chooses to close his practice and move out of the area, MHHS hereby demands the following amounts be repaid pursuant to Section 1.1.5 of the Agreement:

ITEM	AMOUNT
Execution of Agreement	\$10,000.00
Expenses to Establish Medical Office	\$27,000.00
Guaranteed Billings Paid	\$484,476.00
Interest at 6% from date Monies Received until May 31, 2008	\$23,324.77
Attorneys' Fees to Date	\$2,000.00
TOTAL:	\$546,800.77

An acknowledgment of the debt and agreement to pay should be sent to my attention at the above address by May 31, 2008. If Dr. Bouton requires additional time to pay the amount of \$546,800.77, please let us know. Otherwise, if Dr. Bouton refuses to acknowledge the obligation to

EXHIBIT B

Allyson Kinzel
May 16, 2008
Page 2

repay this sum, I will have no choice but to advise MHHS of its rights and remedies under the law, including, without limitation, filing suit or initiating other legal action to recover MHHS' damages plus interest, court costs, filing fees and attorneys' fees.

If you wish to discuss this matter further, please contact me at 713-222-1469 or fwarhlich@munsch.com.

Sincerely,

MUNSCH HARDT KOPF & HARR, P.C.

A handwritten signature in black ink, appearing to read "Fred Wahrlich", with a stylized, cursive script.

Fred Wahrlich

FW:fmo